INVITATION TO BID

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy, will accept sealed bids from qualified bidders for the following:

Bid: 2011-049 Wood Chipper

All bids must be submitted in accordance with the bid submittal requirements and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

The bid specifications for the above services and/or products are available in the Town Manager's office located at 100 Winnacunnet Road, Hampton, NH and on the Town Website at http://hamptonnh.gov/public/RFP

Sealed bids must be clearly marked "Bid: 2011-049 Wood Chipper"

Sealed bids will be received until 2:00 PM January 18, 2012 at the Town Manager's office.

The Town of Hampton acting through the Town Manager reserves the right to reject any or all bids, to award any bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the Town. The decision of the Town Manager shall be final.

If further information is necessary, please contact Ryan Flynn, Engineering, at (603) 929-5933.

Frederick W. Welch

Town Manager

I. GENERAL INFORMATION

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy, will accept sealed bids, from qualified bidders for the following:

Bid: 2011-049 Wood Chipper

II. INTENT

The Town of Hampton, acting through its Town Manager for the Hampton Building Department requests sealed written bids, from qualified licensed dealers for the Town of Hampton to purchase one (1) purchase one new model year 2011 or 2012, Wood Chipper more specifically described in Section IV. Detail Specifications.

III. GENERAL SPECIFICATIONS

All bids shall be submitted in conformance with the specifications, scope of work, general specifications, and any detailed specifications that are considered as minimum standards, and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

IV. DETAIL SPECIFICATIONS

The following is an overview of the Wood Chipper's required standard production equipment and shall be inclusive in the bid price.

Engine

- 120 140 hp
- Engine disable plug for hood locking pin-preventing engine from operating without pin in place
- (2) Last chance safety pull cables

Axles

• Minimum Capacity – Single 8,000 lb. axle or equivalent

Brakes

• Electric with break-away actuator or equivalent

Tires

- Tires (2) 215/75R 17.5" tires mounted on 8-bolt heavy-duty rims or equivalent
- Spare Tire (1) 215/75R 17.5" tires mounted on 8-bolt heavy-duty rim, mounted or equivalent

Fenders

- Aluminum diamond plate
- Aluminum bolt on fenders

Tongue Jack

• Minimum 5,000 pound capacity tongue jack with 15" of travel and foot pad

Safety Chains

• 3/8" grade with (2) hooks

Fuel Tank

• Minimum 24 1/2 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge

Hydraulic Tank

• Minimum 12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge

Towing Hitch

• 2 1/2" pintle

Hydraulic Feed System

- (2) horizontal feed wheels 10 5/8" diameter x 19 1/2" wide or equivalent
- Drive Motor (2) 32.7 hydraulic motors or equivalent
- Feed Rate Minimum 110 FPM
- Banded chipper belts

Infeed Hopper Opening

- Minimum 29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty tailgate covers, and spring lift assists
- Control Bar Safety control bar controls forward / neutral / reverse

Chipper Capacity

• Minimum 15" diameter

Throat Opening

• Minimum 17 3/4" high x 19 1/2" wide

Frame

• 3/16" x 2" x 6" rectangular tubing with a 3/16" x 2" x 6" tubular tongue or equivalent

Chipper Cutting Drum

- Minimum 37" diameter x 18 3/4" wide drum
- Knife Pockets (4) knife pockets each equipped with (1) 5/8" thick x 5 1/2" wide x 9" long dual edge knives or equivalent

Discharge System

• 360 degree manual swivel discharge chute with 12" adjustable chip deflector

Winch

- Hydraulic winch mounted on infeed hopper
- Aluminum fairlead

Hydraulic Lift Cylinder

• Hydraulic lift cylinder for top feed wheel

Electrical

• 12-volt system with rubber mounted LED taillights, 6-prong replaceable-coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.

Battery

• (1) 1,010 CCA Battery

Tool/Battery Box

• Lockable aluminum tool and battery box

Accessories

- Wooden pusher tool with mount on infeed hopper
- Weather resistant manual container
- Safety DVD, Bandit operator's manual, and engine operator's manual
- Spanish & English combination safety decals

Manufacturer's Warranty

• Manufacturer's Basic Warranty

V. ADDITIONAL INFORMATION

All inquiries regarding the bid process and any technical aspects may be directed to Ryan Flynn, Engineering Technician at 603-929-5933.

VI. ASSOCIATED COSTS AND SERVICES

Associated Costs and Services incurred in the preparation of the bid submittal in response to this bid request shall be the sole responsibility of the submitting bidder.

VII. DELIVERY/PENALTY

The prospective bidder shall specify the number of days from bid award to delivery of the wood chipper to the Hampton Public Works Department. A one-hundred dollar per day penalty shall be deducted from final payment for each day the delivery of the vehicle is late.

VIII. QUALIFICATIONS

The successful bidder will be a licensed Dealer in New Hampshire, Massachusetts, Maine, and/or Vermont

IX. BID PROCEDURE

Each prospective bidder is expected to carefully examine all provisions included in this document prior to submitting a bid. Failure to do so will not relieve the successful bidder of the obligation to furnish all equipment and labor necessary to carry out the provisions of this document.

The submission of a bid shall be considered prima facie evidence that the prospective bidder has made such examination of this document and is familiar with the conditions to be encountered in performing the work and as to the requirements of the scope of work, specifications, and special provisions.

The cost entailed in carrying out the specifications and scope of work, unless otherwise noted or specified, shall include full compensation for all material, equipment, tools, labor and incidental work necessary to provide the product requested.

All bids shall be signed correctly, in ink. Bids which are incomplete, conditional, or obscure, or which contain information not called for, erasures, alterations or other irregularities of any kind, or in which errors occur or contain abnormally high or low bids, may be rejected.

If an individual makes the bid, his name and address shall be given. If the bid is made by a firm, partnership, or corporation, it shall be signed by a duly authorized person, who shall give his name and title as well as the name and address of the firm, partnership, or corporation.

Any or all bids will be rejected if there is a reason for the Town to believe that there is collusion among prospective bidders. Any bid so rejected will disqualify the prospective bidder(s) from consideration in bids for the work

X. NO-BID RESPONSE REQUEST

It is requested of all prospective bidders that if they will not be bidding on the bid to submit a no-bid response to the Town of Hampton.

XI. BID SUBMITTAL REQUIREMENTS

The completed bid package shall include, at a minimum, this entire document including all attachments, any addenda distributed and/or any additional information and the bid form:

- 1. One (1) original and two (2) copies of this entire document, including bid form and all attachments;
- 2. Vehicle Warranties
- 3. The bidder's professional qualifications and experience in dealing with Municipalities; and
- 4. A list of references and current clients (a minimum of 3 each) that includes their names, addresses, and telephone numbers.

XII. SELECTION CRITERIA AND AWARD

Sealed bids shall be awarded on the following basis (not necessarily in the order presented) by the Town Manager unless otherwise determined by the Board of Selectmen.

- 1. The ability, capacity and skill of the bidder through the submission of required information as a portion of the bid in providing the product;
- 2. Whether the bidder can provide the product required by the terms of the bid promptly, or within the time specified, without delay or interference;

- 3. The character, integrity, reputation, experience and efficiency of the bidder; and
- 4. The bidder's qualifications and track record in providing similar products to other Municipalities.

It is the intent of the Town to award this bid to the most responsive and qualified bidder that meets all necessary requirements stated in this document. Before making its award, the Town shall consider the project proposal, work, and/or services or products delivered that best serves the processing needs and financial interests of the Town.

The bid price shall be held firm until the product is delivered.

All bids submitted shall be held firm for 90-days from the bid opening.

The Town of Hampton acting through the Town Manager reserves the right to reject any or all bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the Town. The decision of the Town Manager shall be final.

XIII. RECEIPT OF BID

Sealed bids must be clearly marked "Bid: 2011-049 Wood Chipper"

Sealed bids will be received until 2:00 PM January 18, 2012 at the Town Manager's office.

A submitted bid may be withdrawn when requested in writing and in the hands of the Town Manager before the time of the scheduled opening. Such bid will be returned unread.

No bid shall be withdrawn less than 30-days after the scheduled opening without the prior consent of the Town.

XIV. FAXED AND/OR EMAILED BIDS OR WITHDRAWALS

Faxing and/or the emailing of Bids or the request of a withdrawal of a Bid in either manner will be not permitted. If a faxed or emailed Bid or a withdrawal request is received in either manner, it will be destroyed upon receipt.

XV. POSTING OF BIDS

The bid is posted on the Town Website at http://hamptonnh.gov/public/RFP/.

Prospective bidders seeking to submit a bid are requested to inform the Town of Hampton by email at inquires@town.hampton.nh.us that they have obtained the bid document from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the bid document.

If further information is necessary, please contact Ryan Flynn, Engineering, at (603) 929-5933.

XVI. LAWS, PERMITS AND LICENSING

It is the successful bidder's responsibility to adhere to and comply with all federal, state, and local laws, regulations, and codes as well as with all standards and practices relating to the

delivery of the product. In addition, it is the successful bidder's responsibility to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the delivery of the product.

The successful bidder will pay for any permits, licenses, and certificates required for the delivery of the product that is required by any law or regulation.

XVII. INDEMNIFICATION

In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability arising from the delivery of the product.

XVIII. TERMINATION

The Town of Hampton acting through the Town Manager retains the right under this bid to terminate and dismiss the successful bidder for non-performance with five (5) working days notice.

Additionally, the Town of Hampton acting through the Town Manager reserves the right to negotiate a contract with the next most responsive and qualified bidder for the delivery of the product under this bid.

XIX. APPLICABLE LAW

All disputes shall be decided under the laws of the State of New Hampshire.

XX. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Purchase Procedures apply to any bids received hereunder.

XXI. PAYMENT

After delivery of the fully equipped truck, payment will be made within 30-days of receipt of the submission of a completed invoice for the Wood Chipper. Payment of the invoice automatically releases any lien that the invoice may have provided against the Town.

BID FORM

2011-049 Wood Chipper

Town Manager 100 Winnacunnet Road Hampton, NH 03842

The bidder shall specify here in figures and words the cost for the Wood Chipper, as specified in Section IV. Detail Specifications, attached hereto and made a part hereof. In the case of a discrepancy between the figure and the words, the written words shall govern.

| Year, Make, & Model: |
|---|
| Cost in figure: \$ |
| Cost in words: Dollars |
| Manufacturer's Warranty – Description/Duration: |
| |
| (If necessary, please attach additional pages for warrantee details and options.) |
| |
| The undersigned is submitting this Bid without collusion with any other individual corporation. |
| Name of Bidder |
| Address of Bidder |
| City, State and Zip Code of Bidder |
| Business Telephone of Bidder |
| Business Fax Telephone Number of Bidder |
| E-Mail Address of Bidder |
| Bidders Website Address |
| Signature of Authorized Person |
| Date |

By signing above you are attesting that you are duly authorized by law to commit the individual, association, partnership, company, or corporation to the terms of the bid and resulting contract attached hereto.

All bids submitted shall be held firm for 90-days from the bid opening.